

A. G. Contract No. KR920144TRN
ECS File: JPA 92-15
Project: G 1050 16C
Section: Extend Lower Buckeye Road
Economic Strength Project

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF BUCKEYE

THIS AGREEMENT is entered into 3 APR 11, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF BUCKEYE, acting by and through its Town Council (the
"Town").

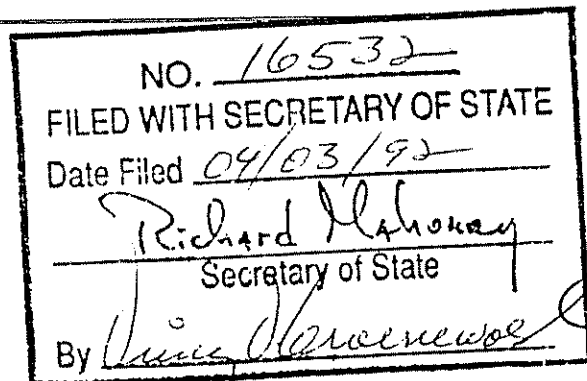
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-1895.03 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 41-1513, and 28-1895 et seq to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the Town.

3. The Town has requested Economic Strength Project (ESP)
funds in the amount of \$67,880.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the Town, and the
Transportation Board has approved the funding for the
construction of a 2865 foot extension of Lower Buckeye Road,
which will enhance the development of the adjacent commercial
and industrial properties, and aid in the retention and
development of local business, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The Town will:

a. Insure the commitment of a minimum of \$16,970.00 funds to the Project and related improvements. Design and construct the Project, and upon completion, accept the Project on behalf of the Town, and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of \$67,880.00.

c. Provide the State a copy of the executed Project contract(s). Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the Town ESP funds in the amount of \$67,880.00

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the Town by reason of state law under which funds for the Project are authorized to be expended.

2. The Town agrees to indemnify and save harmless the State, or any of its departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the making of the ESP payment, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

Town of Buckeye
Town Manager
100 North Apache
Buckeye, AZ 85326


10. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

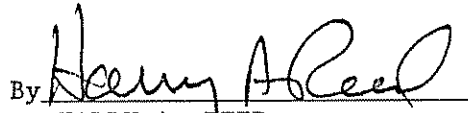
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF BUCKEYE

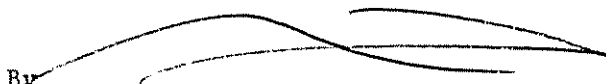
STATE OF ARIZONA

Department of Transportation

By 
JOE SCHETTINO
Mayor

By 
HARRY A. REED
Director, Transportation
Planning Division

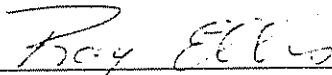
ATTEST

By 
FRED C. CARPENTER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 16th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Buckeye for the purpose of conveying Economic Strength Development funds to the City for the extension of Lower Buckeye Road in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



CHARLES E. COWAN
Director

RESOLUTION 4-92

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT THEREFORE.

BE IT RESOLVED by the Mayor and Common Council of the Town of Buckeye, Arizona, as follows:

- Section 1 The Town Council of the Town of Buckeye, Arizona, hereby accepts a grant offer for Project G 1050 16C, extension of Lower Buckeye Road.
- Section 2 Entering into an intergovernmental agreement in connection with this project is hereby authorized. The Mayor is hereby authorized and directed to sign the intergovernmental agreement on behalf of the Town of Buckeye, and the Town Clerk is hereby authorized and directed to witness the signature of the Mayor on the aforesaid intergovernmental agreement.

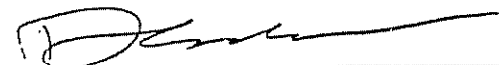
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Buckeye, Arizona, this 17th day of March 1992.


Joseph N. Schettino, Mayor


ATTEST:


Fred Carpenter, Town Clerk

APPROVED AS TO FORM:


Paul J. Faith, Town Attorney

I hereby certify this is a true and correct copy of Resolution 4-92 of the Town of Buckeye.


Fred Carpenter
Town Clerk

JPA 92-15

APPROVAL OF THE BUCKEYE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF BUCKEYE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 3 day of May, 1992.

Town Attorney

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STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

March 27, 1992

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0144-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of March, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
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